



BOBBY JINDAL
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

P.O. Box 94245
Baton Rouge, Louisiana 70804-9245

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225-379-1733



SHERRI H. LEBAS, P.E.
SECRETARY

November 8, 2010

Ms. Natalie Robottom, Parish President
St. John the Baptist Parish Administration
1801 W. Airline Hwy.
LaPlace, LA 70068

RE: **Original Agreement**
State Project No. 007-04-0054
F.A.P. No. STP-4810(503)
US 61 @ Belle Terre Boulevard
Saint John The Baptist Parish

Dear Ms. Robottom:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and St. John the Baptist Parish dated November 8, 2010.

If you have any questions or comments, please contact **Gayle H Davis** at (225) 379-1720.

Sincerely,


Debra L. Guest, P.E.
Consultant Contract Services Administrator

DG: wc

Attachments

pc: Ms. Laura M. Riggs
Ms. Connie Standige (Dist. 62)
Financial Services
Mr. Walter Brooks (RPC)

Department's
Copy

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

PARISH/STATE AGREEMENT
STATE PROJECT NO. 007-04-0054
FEDERAL AID PROJECT NO. STP-4810(503)
US 61 @ BELLE TERRE BOULEVARD
ROUTE US 61
ST. JOHN THE BAPTIST PARISH

THIS AGREEMENT, made and executed in three original copies on this 8th day of November, 2010, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "**DOTD**", and **St. John the Baptist Parish**, a political subdivision of the State of Louisiana, hereinafter referred to as ("Parish").

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways", as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of the DOTD; and

WHEREAS, the Parish has requested an appropriation of funds to finance a portion of the project as described herein; and

WHEREAS, the project is part of a transportation improvements program serving to implement the areawide transportation plan held currently valid by the Metropolitan Planning Organization, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the DOTD is agreeable to the implementation of the Project and desires to cooperate with the Parish as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PROJECT DESCRIPTION

The improvement that is to be undertaken under this Project is to enhance the functionality of the intersection by utilizing Transportation System Management measures, incorporating a raised median with curb and gutters serving as access management and a double left turning movement from eastbound US 61 to northbound LA 3188, St. John the Baptist Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this project as follows:

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For construction costs, including construction engineering services and testing, **State Project No. 007-04-0054 and Federal Project No. STP-4810(503)** have been assigned. All costs associated with these services shall be identified with these project numbers.

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished at the DOTD's expense the cost of this project will be a joint participation between the DOTD and the Federal Highway Administration ("FHWA"), with the DOTD contributing the 20% percent match of the participating construction, right-of-way utility, construction engineering and environmental assessment costs, using a combination of STP>200k and STPHAZ funds and the FHWA contributing, through the DOTD, the remaining 80% percent at the time of authorization. The Parish does, however, reserve the right to incorporate items of work into the construction contract not eligible for Federal-Aid participation if it so desires, and at its own cost.

The Parish agrees that it will not incur any contractual obligations or expend funds until receipt of the Federal Highway Administration authorization, and notification by DOTD that it may incur contractual obligation and fund expenditures.

For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs incurred prior to such authorization will not be compensable.

In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, FHWA requires repayment of Federal funds. The Parish shall be responsible for providing the funds for the repayment.

ARTICLE III: CONCEPTUAL PLANS AND ENVIRONMENTAL DECISION

This project has been reviewed and the finding is that this project meets the requirements for actions classified as "Categorical Exclusions."

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ARTICLE IV: PRE-CONSTRUCTION ENGINEERING

The Parish shall advertise and select a consulting engineer firm for the performance of all pre-construction engineering services necessary for the preparation of complete plans, specifications and estimates for the proposed improvements as covered herein. The Parish shall enter into a contract with the consulting engineering firm for the performance of all engineering services. The Parish shall be responsible for all cost associated with the pre-construction engineering services.

The Parish is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq. The Parish shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

The engineers chosen shall make all necessary surveys, prepare plans and special specifications for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of the Federal Aid Policy Guide (FAPG), including FAPG Part 630 and 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements.

1. The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways"), FAPG Part 625 and DOTD Guidelines. The format of the plans shall conform to the standards used by the DOTD in the preparation of its contract plans for items of work of similar character, including plans for all drainage and utilities affected, as contained in the current edition of its *"Roadway Plan Preparation Manual"* and the *"Hydraulic Manual"*.
2. Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."
3. After preliminary plans have been developed to show all information required for a plan-in-hand inspection, one complete set of sepia reproducible and/or prints shall be submitted to the DOTD for a complete plan-in-hand inspection with members of the DOTD at a time and date mutually agreed to in advance by all parties.

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4. Following the completion of preliminary plans, one (1) complete set of reproducible prints of the basic plans, dated and stamped "Preliminary", and a preliminary cost estimate shall be submitted to the DOTD for review and comment.
5. Upon completion of its review of the preliminary plans, the DOTD will return one (1) set to the Parish with comments, if any, marked thereon and the plans will be corrected accordingly.
6. After design approval and completion of right-of-way plans, the DOTD shall proceed with the acquisition of right-of-way, if required.
7. Subsequent to approval of final plans, acquisition of all required Right-of-Way and the relocation and/or adjustment of all utility conflicts, the Parish shall submit the construction proposals and construction cost estimate and complete the Plan, Specification and Estimate (P S & E) to DOTD for processing by DOTD for FHWA approval. Upon receipt of formal approval of the P S & E submission from the FHWA, the DOTD will advertise the project for the receipt of bids.
8. After the Project has been constructed and accepted by DOTD, the plans remain the property of and in the possession of DOTD.

ARTICLE V: BIDS/CONSTRUCTION

The DOTD shall prepare bid proposals, advertise for and receive bids for the work, and award and enter into a contract with the lowest responsible bidder.

The DOTD shall construct this Project in accordance with its requirements and shall provide technical administration and inspection services during construction in accordance with its normal procedures

ARTICLE VI: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If right-of-way is required for this project, the DOTD shall acquire all real property and property rights required for this Project in accordance with all applicable State and Federal Laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Right-of Way Section.

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ARTICLE VII: UTILITY RELOCATION

The DOTD shall perform the utility relocation for the project. The DOTD shall be responsible for 20% of the costs associated with these services, when eligible.

ARTICLE VIII: CONSTRUCTION ADMINISTRATION AND INSPECTION

The DOTD will conduct the construction administration and inspection or advertise and select a consultant via the STP>200K funds with local match from the DOTD. The selected consultant shall enter into a contract (prepared by DOTD) with the DOTD to provide a construction administration and inspection during the project construction. No sub-consultants shall be added to the project without prior approval of the Consultant Contract Services Unit.

The DOTD will assign a project engineer from its **District 62** Office to serve as a construction coordinator for the DOTD during project construction. The construction coordinator will make intermittent trips to the construction site to insure that the construction contractor is following established construction procedures and that applicable Federal and State requirements are being enforced. The construction coordinator will advise the Project Engineer of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken.

Except where a deviation has been mutually agreed to in writing by both the DOTD and the Parish, the following specific requirements shall apply.

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the engineer or the DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspections personnel utilized by the Consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the Construction Contract Administration Manual, latest edition, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. These documents will be made available to the consultant through the Parish.

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4. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. This manual will be made available to the consultant through the Parish.
5. All materials to be tested shall be sampled in accordance with the DOTD's Sampling Manual. All material testing other than the test normally run by project personnel on the job site shall be tested by the DOTD's District or Central Laboratory.
6. In the event that a private laboratory is used for material testing, the DOTD will be responsible for all cost associated with the material testing and the selected laboratory must meet the AASHTO Material Reference Laboratory (AMRL) requirements.
7. All private laboratory personnel utilized by the Consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

The Consultant shall be required to comply with all parts of this section while performing duties as project engineer.

ARTICLE IX: SUBCONTRACTING

Any subcontracting performed under this project either by consulting engineers engaged by the Parish or the construction contractor must have the prior written consent of the Parish and the DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.

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e) Using the services and assistance of, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE X: DBE REQUIREMENTS

It is the policy of the Federal Highway Administration that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

The DOTD, the Parish and the Consultant agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or in part with Federal funds. The DOTD, the Parish and the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The DOTD, the Parish and the Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD or other such remedy as DOTD deems appropriate.

The DOTD, the Parish and the Consultant or its contractor shall utilize the services of banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

The above requirements shall be physically included in all subcontracts entered into by the DOTD, the Parish and the Consultant.

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ARTICLE XI: INCIDENTAL COSTS

Incidental Project costs, if any, incurred by the Parish shall be its responsibility. Incidental Project costs, if any, incurred by the DOTD will be absorbed by DOTD.

ARTICLE XII: COST RECORDS

The Parish and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this Project and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by the DOTD and/or Legislative Auditor, the FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; but this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Parish should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans is not eligible for reimbursement by the DOTD or the FHWA.
3. By the DOTD due to the withdrawal or reduction of State or Federal funding for the Project.

ARTICLE XIV: PROJECT RESPONSIBILITY

The DOTD, its officers, engineers and employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Parish will assume full responsibility for the project development and will save harmless the DOTD against any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

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ARTICLE XV: CIVIL RIGHTS

The Parish agrees that the project will be developed in full, in accordance with the principles and intents contained in the DOTD's latest Title VI Plan (Phase I) and that the same or closely related procedures providing for involvement of the Parish designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

Further, the Parish agrees that its own employment policies and practices will afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Parish, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by the DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

ARTICLE XVI: PUBLIC LIABILITY

The Parish shall indemnify and save harmless the DOTD against any and all claims, demands, suits and judgments for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Parish, its agents, servants or employees while engaged upon or in connection with the services required or performed by the Parish or resulting from the ownership, possession or control of the improvement during its life.

ARTICLE XVII: FINAL INSPECTION AND MAINTENANCE

Upon completion and Final Acceptance of the project, copy of which Acceptance shall be furnished by the DOTD to the Parish, the DOTD shall assume the maintenance of the improvement at its expense and in a manner satisfactory to the FHWA. The Final Acceptance will be recorded by the DOTD. Before making the final inspection, the Parish and the DOTD's District Administrator shall be notified so that they may have representatives present for such inspection.

The Parish shall be responsible for the maintenance and liability of any street lighting along US 61 at its expense in a manner satisfactory to DOTD and FHWA.

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ARTICLE XVIII: CONTRACTUAL OBLIGATIONS OF THE STATE

The provisions of this Agreement are in no way and to no extent intended to nor shall they be construed in any manner which will impair the contractual obligations of the State, the DOTD, or the Parish, in violation of Louisiana Constitution, Article 1, § 23.

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IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Joy Cannon
Dana Milioto

STATE OF LOUISIANA
ST. JOHN THE BAPTIST PARISH

BY: Natalie Robottom

Natalie Robottom
Typed or Printed Name

Parish President
Title

72-6001235
Taxpayer Identification Number

NEW ORLEANS AREA MPO

WITNESSES:

[Signature]
[Signature]

BY: Walter Brooks
Executive Director RPC

Walter Brooks
Typed or Printed Name

WITNESSES:

Cassandra D Gray
Patrice Little

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: [Signature]
for Secretary

RECOMMENDED FOR APPROVAL:

BY: [Signature]
Division Head